

North Salem Central School District

REQUEST FOR PROPOSALS

24-25-03

Onsite Technology Services Coordinator

Send Proposals to:

Purchasing Agent
North Salem Central School District
230 June Road
North Salem, NY 10560

Proposals Due:

Friday, April 19, 2024 at 10:00am

Questions concerning this request for Proposals:

Inquiries must be in writing and submitted no later than Thursday, April 11, 2024 via email to:
bbriganti@northsalemschools.org

REQUEST FOR PROPOSAL (RFP)

The Board of Education of the North Salem CSD, North Salem, New York, invites the submission of sealed proposals for the following professional services:

RFP No. 24-25-03

Onsite Technology Services Coordinator for 2024-2025

Due: April 19, 2024 at 10:00am

The North Salem CSD is not responsible for any proposal or portion of a proposal submittal that has been damaged or destroyed while in transit to the School District. Proposers should take the necessary precautions to ensure that their proposals are received intact. Illegible proposals or documents (or portions thereof) will be disregarded. The North Salem CSD is not responsible for lateness of mail, carrier, delivery service or the mishandling of mail or deliveries by the School District's staff, US postal service or other service utilized for delivery of proposals. The proposer is solely responsible for ensuring its proposal is received by the North Salem CSD intact by the required date and time.

All prices sought in the RFP shall be filled in. Proposals which are incomplete, conditional or obscure may be rejected as informal. No oral, telephonic, faxed or emailed proposals will be considered.

The Board of Education reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposals, to re-advertise for new proposals if deemed necessary and/or to accept the proposal which in the judgment of the Board of Education appears to be in the best interest of the School District.

RFP seeks to award a contract commencing on July 1, 2024 through and including June 30, 2025. A contract awarded pursuant to the RFP will be renewable annually (July 1 – June 30), for up to four (4) additional one-year terms, subject to annual review and concurrence of the Board of Education of the North Salem CSD, and the annual availability of a budgetary appropriation for such services.

Dated: April 1, 2024

SPECIFICATIONS

RFP No. 24-25-03:

ON-SITE TECHNOLOGY SERVICES COORDINATOR

Objective/Purpose:

The North Salem Central School District (the “District”) is seeking a vendor who possesses the expertise and experience to provide comprehensive IT Management Services for the North Salem Central School District.

The District has approximately 975 enrolled students, and approximately 280 employees with two school buildings (Pequenakonck Elementary School, North Salem MSHS), a District Office and a Bus Garage.

Overview of Current North Salem CSD IT Environment:

Who is in charge of the environment?

The District Office oversees the IT functions for the district. A committee of administrators review on-going IT operations. The Business Office is responsible for presenting funding options to the Board of Education for approval and budget changes if necessary.

How many users?

We have approximately 370 users with network access and approximately 1,480 users with google and g-mail accounts.

How many locations do users work from?

Users work from three permanent locations:
Middle/High School and District Office
230 June Road
North Salem, NY 10560

Pequenakonck Elementary School
174 June Road
North Salem, NY 10560

North Salem CSD Bus Garage
173 June Road
North Salem, NY 10560

Do users work remotely?

Yes, using SSL VPN through LHRIC

Number of district owned devices by Type:

PC's 450; Laptops 150; Chromebooks 1,800; Apple Mac 67; iPads 268

Number of servers, location and operating system (OS)

11 (eleven) On-Premise (2016, 2019, 2022 – Server OS)

10 (ten) Off-Premise (2022 - Server OS)

Explain the network environment:

The district utilizes 20 Cisco Catalyst 9200 and 9300 PoE network switches and Meraki wireless networks with 120 access points. The schools are connected with fiber at 10Gbps. Internal closet-to-closet (IDFs to MDFs) fiber in both schools was replaced in the summer 2023 with single mode 12-strand running at 10Gbps. The wide-area-network with LHRIC was upgraded in the 2022-23 school year and includes two leased (LHRIC) 10Gbps fiber telecommunications lines that take different paths connecting to two different LHRIC data centers for redundancy and resilience. On-premise servers are virtualized with Microsoft's Hyper-V and off-premise servers (LHRIC) with VMware.

What is the backup process?

Server backups are performed daily by LHRIC's data services group. All critical operational servers and data are backed-up using LHRIC's Rubrik software. The district network administrator receives daily status notifications and has access to manage these servers on the LHRIC's private WAN as part of the LHRIC's disaster recovery posture.

How current is the hardware and software?

Hardware is routinely replaced based on best practice replacement cycles. All devices are running supported operating systems and modern software. Much of the software is contractual licensing and the district uses current and supported versions. This applies to both instructional hardware and software and operational (servers/systems) hardware and software.

Service Requirements:

As part of this RFP, the following services are the current priority items for the North Salem CSD:

On-site Technology Services Coordinator at a minimum of 3 days per week

Oversee our current contracted network services individuals with Proactive PC/Workstation Management and Monitoring including:

- Work closely with district administration and the technology department to perform duties of an On-Site Technology Services Coordinator.
- Install and configure ancillary computer hardware (i.e. printers, scanners, keyboards, mice, probes and similar devices used by the district) and connect them to print servers and applicable print management tools

- Troubleshoot printing issues
- Interface with vendors to address connectivity issues, and warranty issues for hardware and software
- Administer Microsoft Active Directory
- Manage Google Workspace for Education and the Google Admin Console, Microsoft 365 and Applications with Classlink.
- Administer District's backup systems
- Setup and manage all District accounts and passwords
- Perform annual network migration of student's data from building to building and between grades
- Manage security policies (i.e. student, teacher and administrative) including but not limited to: granting permissions to necessary applications and tools, align user with appropriate group identification (staff, student (grade-based), administrative/office, etc.)
- Manage and monitor user activity, including required content filtering using Cisco Umbrella, Google Admin Console and other systems.
- Service Help desk (automatic/proactive management of incidents) for all staff and students and proactively seek solutions to gaps in service
- Preventive maintenance & security: device systems and server updates (Windows, Apple and Operating Systems including Chromebooks) Automated hardware & software optimization (dis defrag, clear temp files, etc.)
- Malware and anti-virus software protection monitoring and management
- Rapid problem resolution
- PC systems documentation and performance reporting
- Automated weekly and monthly system status and performance reporting
- Provide basic support and troubleshooting for desktop, laptop, Chromebook and tablet software applications

Proactive Network Management and Compliance with Ed Law 2d, Part 121 regulations and the Cyber Security Framework (CSF)

- Software agent server monitoring
- Monitoring and management of critical Dell SAN shared storage
- Service desk (automatic/proactive management of incidents)
- Preventive maintenance & security – Windows Updates
- Preventive maintenance & security – Software Updates (Adobe, Java, etc.)
- Automated hardware & software optimization (dis defrag, clear temp files, etc.)
- Monitoring and management of system backup jobs
- Installation, configuration, and management of server software
- Adds/moves/changes to server domain users
- Active/Retired Asset Audit and Reporting
- Server systems documentation and performance reporting
- Malware & anti-virus software protection monitoring and management
- Server license management
- Automated weekly and monthly stems status and performance reporting.

Proactive Network & Firewall Management and Monitoring

- Monitoring and management of Cisco Umbrella security platform and Meraki wireless networks with Meraki Cloud.
- Review with LHRIC the firewall protocols and VPN access
- Ensure that all software is Ed Law 2D compliant
- Configuration of secured VPN access for remote users and to outside systems
- Segregation of networks and systems as required for enhanced security
- Ensuring appropriate security protocols and access methods for all wireless access points and devices
- Configuration and maintenance of network switches and other network infrastructure
- Manage and monitor network security and security systems configurations and ensure systems are working to expectation and are up to date.

Proactive Environment Management and Administration

- Quarterly Technology Management Meetings
- License compliance monitoring and license management
- Assist and advise district administration on the revision of the District Technology Plan and Ed Law 2D compliance.
- Assist in developing, implementing and supporting solutions as per the District Technology plan for Ed Law 2D, Disaster Recovery Systems, Business Continuity, and compliance with NYS electronic records retention policies
- Annual Technology Budget development in conjunction with District Administration by providing an analysis of networking needs and recommending hardware and network software to align with the District goals
- Review technology budget proposals and service contracts for alignment with plan recommendations
- Provide technology user support, classroom technology support and support of all instructional technology activities
- Management of technical vendor relationships and vendor communication
- Asset management and tracking of in-service schedule for network and PC hardware
- Assistance to Administration for cost effective and time efficient procurement of hardware and software

Technology Staff Supervision, Project Management, Planning and Communication.

- Supervision of technology staff
- Monitor technology projects and vendors performing technology work or services to ensure satisfactory completion
- Work with district Administration to plan needed technology upgrades, including but not limited to technology wiring upgrades, voice over IP (VoIP) phone system replacement, device refresh cycles, network and systems updates and/or replacements.
- Work with district administration to ensure technology support for all district staff and departments
- Provide regular communications, as appropriate, to staff about upgrades or changes and current and future technology needs.

Selection Criteria

The North Salem CSD and its Board of Education will use multiple criteria to select the most appropriate partner. Respondents are encouraged to be as aggressive and creative as possible in their proposals. The following list summarizes the major qualitative areas that will be evaluated, along with their overall weighting.

- Industry expertise and experience
- Demonstrated customer service quality and support
- Previous relevant experience
- Vendor strength and stability
- Account management
- Reporting capabilities
- Financial considerations

Response Contents and Format

Please complete all sections of the RFP. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFP will serve as the basis for the consideration of your potential as a partner.

Information Requirements

For the purposes of understanding more about your company and your ability to successfully fulfill this important North Salem CSD requirement(s), please provide the information below as part of your response, clearly referencing each specific question.

Corporate Information

1. Give a brief overview of your organization's involvement in providing IT value added services in the marketplace
2. How long has the organization been in this business and what is your current market share?
3. In what cities do you maintain offices?
4. Indicate the number of employees in your organization. How many of those are dedicated to account management and/or technical support?
5. How many are full-time vs. contract?
6. What differentiates your organization from your competitors in the marketplace and how will this be relevant to us?
7. Will you subcontract any components of the proposed solution to third party organizations? If so, please describe the components to be subcontracted and provide details of any agreement in place with the subcontracted firm/individuals as well as a summary of past work that you have successfully completed together.
8. Please describe your organization's experience in working with school districts.
9. Please provide details of three current customer accounts that are similar in scope and

requirements to those of the North Salem Central School District.

Additional Corporate information

1. Please identify the team that will be assigned to the account and describe how you plan to interact with us and any third party providers that may provide services to North Salem CSD
2. Please describe your experience in providing the following value-added services:
 - a. Technology Roadmap
 - b. Solution designs
 - c. Network and email system monitoring
 - d. Remote backup
 - e. On-demand Technology
 - f. Managed Cyber Security
 - g. Procurement management
 - h. Technical support, including remote user support
 - i. Reporting and communication
 - j. IT policy review and development
 - k. Implementation planning and guidance
 - l. PC deployment
 - m. On-site implementation of business applications
 - n. Asset inventory management
 - o. Software licensing control
3. Please describe your experience in providing server technology and service for your customers, focusing on planning, implementation, and ongoing support.
4. Can you provide specific examples of how you have worked with customers that began with significant technology limitations and helped to successfully transform them into organizations with well planned and executed technology strategies?
5. What were the critical success factors in this transformation?
6. How can we be confident that hardware pricing levels will be aggressive and will remain highly competitive over a multi-year period during which new models may be introduced?

Support

1. Describe fully your technical support options including the assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and physical location of the help desk.
2. Please provide details on your standard reporting capabilities.
3. Describe any documentation and support (e.g., user manuals, online help, interactive demos, web-based seminars, and online knowledge base) that will be available, both from the technical perspective and the end user perspective.
4. Describe any user groups, websites, newsletters, conferences, or any other means you support for sharing information and soliciting service feedback.
5. How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might we benefit from this process?
6. North Salem CSD user base varies considerably in its level of technical sophistication. Please describe your experience in successfully supporting users that may possess limited technical skills.

Financials

1. Describe the pricing model(s) that you typically employ for your standard services.
2. Please indicate the charges associated with each of the following services, including the key driver of each cost and whether it is included in a standard per-unit cost vs. charged on an ad hoc basis.
 - a. Technology Roadmap
 - b. Solution design
 - c. Network and email system monitoring
 - d. Remote backup
 - e. Managed Cyber Security
 - f. Procurement management
 - g. Technical support, including remote user support
 - h. Reporting and communication
 - i. IT policy review and development
 - j. Implementation planning and guidance
 - k. PC deployment
 - l. On-site implementation of business applications
 - m. Asset inventory management
 - n. Software licensing control
 - o.
3. Do you offer service bundles and if so, describe the effect of this bundling on pricing?

Proposal Submission Requirements

Proposal Submission

Award of the contract resulting from this RFP will be based upon the most responsive Contractor whose offer will be the most advantageous to the North Salem Central School District in terms of cost, functionality and other factors as specified elsewhere in this RFP.

North Salem Central School District reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any potential Contractor,
- Waive irregularities or technical deficiencies in a proposal,
- Negotiate the terms, including but not limited to the price, of the engagement of the proposer,
- Accept other than the lowest priced offer,
- Select the proposal(s) which, in the District's sole discretion and with whatever modifications the District and the proposer(s) may mutually agree upon, best meets the District's needs and the requirements as stated in this RFP,
- Award a contract on the basis of initial offers received, without discussions or requests for best and final offers, and

- Award more than one contract.

The North Salem Central School District further reserves the right to request additional information from the proposers after the deadline for the submission of proposals. If necessary, a short-list of proposer(s) may be invited to attend an interview and make a presentation of no more than 60 minutes in duration based on the proposal and to answer any questions. The support personnel, who the proposer intends to have provided services to the District, should be among those making the presentation.

Each proposer will confine its submission to those matters sufficient to define its proposal, and to provide an adequate basis for the North Salem Central School District's evaluation of the proposal.

The proposal of the proposer awarded a contract in response to this RFP will be incorporated into the awarded contract as modified, if at all, by mutual agreement of the District and proposer. Please include a list of established relationships with third party contractors, including but not limited to Microsoft, Dell, Google, Adobe, Apple, Lenovo, HP and Cisco. Include your certification or partner level, if appropriate, and experiences in working with these contractors.

Employee Schedule

Include a detailed annual schedule including all holidays, length of work day, procedure for covering daily absences and vacations.

Pricing

Please include itemized pricing including all costs associated with the on-site services three days per week to be performed pursuant to the awarded contract. Itemization includes daily staffing services as described in this RFP, and project executive services. Proposers must submit a cost structure for their proposed solution for the 2024-2025 school year, and include proposed rates should the District elect to renew the awarded contract in one year increments for up to four (4) additional years; subject to approval and appointment by the Board of Education for each year. Annual renewal rates that exceed 2% are disfavored because such an increase exceeds NYS Tax Cap requirements applicable to the District.

Include pricing options for non-contractual and "extra" work assignments. Proposers must specify any additional costs that will not be covered under the terms of the contract to be awarded. This includes, but is not limited to, installation of new hardware or software or repairs and maintenance to hardware or software. Any service related costs that are not explicitly outlined and identified as additional costs will be considered to be covered under the terms and rate of the awarded contract.

References

Please provide three (3) current K-12 references, including district name, contact name, title, address, telephone number, email address and client relationship synopsis.

Functional Assumptions

- The District will provide the necessary hardware and software.
- The District will not be responsible for any employee benefits of the proposer(s) awarded a contract through this RFP.

RFP Timeline

Proposed Calendar for receipt and evaluation of proposals

REQUEST FOR PROPOSAL ISSUED: April 1, 2024

DEADLINE FOR RECEIPT OF PROPOSALS: April 19, 2024

NOTIFICATION OF AWARD: On or before Thursday, May 9, 2024

Evaluation Criteria

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to functional, technical, business, cost, and management requirements.

Evaluation of proposals will be based upon the proposer's responsiveness to the RFP, proposer's demonstrated skill and experience with the services sought, and the total price quoted for all items covered by the RFP.

The following elements will be considered when evaluating the submitted proposals:

1. Completion of all required responses in the correct format.
2. The extent to which the proposed solution fulfills North Salem Central School District's stated requirements as set out in this RFP.
3. An assessment of the proposer's ability to deliver the indicated service in accordance with the specifications set out in this RFP.
4. The proposer's stability, experience and record of past performance in delivering such services in a K-12 environment.
5. Availability within the proposer of sufficient high quality personnel with the required skills and experience for the specific approach proposed.
6. The proposer's acceptance of North Salem Central School District's contractual terms and conditions, if applicable.
7. Overall cost of proposal.

North Salem Central School District will not pay any cost incurred in the preparation of a proposal in response to this RFP. No proposer shall have any legal, equitable, or contractual

rights of any kind arising out of its submission of a proposal. This RFP does not commit the District to award a contract. The District may, at its discretion and without explanation to the prospective contractors, at any time choose to discontinue this RFP without any obligation to such prospective contractors.

Additional Requirements

Termination

The proposer(s) awarded a contract or the District may terminate the awarded contract for good cause upon at least 30-days prior written notice to the other party. The proposer(s) awarded a contract shall continue to honor its obligations under the awarded contract until the effective date(s) of termination and the District shall pay such proposer for services rendered in compliance with the contract until the effective date of termination. The District may terminate the awarded contract for its convenience upon at least 30-days prior written notice to the proposer(s) awarded a contract. The proposer(s) awarded a contract shall continue to honor its obligations under the awarded contract until the effective date(s) of termination and the District shall pay such proposer(s) for services rendered until the effective date of termination. Upon any termination, the parties shall endeavor in an orderly manner to wind down activities under the awarded contract and the proposer(s) awarded a contract shall not be entitled to any additional payments, whether on account of lost profits or otherwise.

Insurance

- I. Each proposer awarded a contract hereby agrees to effectuate the naming of the District as an additional insured on the proposer's insurance policies, with the exception of professional and cyber liability insurance, workers' compensation and N.Y. State disability insurance.
- II. Each policy naming the District as an additional insured shall:
 - A. Be an insurance policy from an A.M. Best rated "A-" or better insurer, licensed and admitted in New York State to issue the type of insurance issued to the proposer and authorized to conduct business in New York State. The decision to accept specific insurers lies exclusively with the District.
 - B. State that the proposer's coverage shall be primary and noncontributory coverage for the District, its Board of Education, offices, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers Compensation.
 - C. Additional insured status for General Liability status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of

Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.

- D. The certificate of insurance must describe the specific services provided by the proposer (e.g., elevator repair and service) that are covered by the commercial general liability policy and the umbrella policy.
 - E. At the District's request, each proposer awarded a contract shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, such proposer will provide a copy of the policy endorsements and forms.
- III. Each proposer awarded a contract pursuant to this RFP agrees to indemnify the District for any deductibles and self-insured retentions applicable to claims made pursuant to the insurance coverage of the proposer.
- IV. Each proposer awarded a contract pursuant to this RFP, at its sole cost and expense, shall maintain without interruption the following insurance throughout the term of the awarded contract, including any annual extension of the contract, the following types and amounts of insurance:
- A. **Commercial General Liability Insurance**
 - \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
 - \$2,000,000 Products/Completed Operations
 - \$1,000,000 Personal and Advertising Injury
 - \$100,000 Fire Damage
 - \$10,000 Medical ExpenseThe general aggregate shall apply on a per-project basis (where applicable).
 - B. **Automobile Liability**
 - \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - C. **Cyber Liability**
 - \$2,000,000 per occurrence/\$2,000,000 aggregate for the professional services of the service provider performed under contract for the District/BOCES. If the policy is written on a claims-made basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
 - D. **Fidelity and Cyber Crime Insurance**
 - \$1,000,000 per claim with no aggregate. For dishonest acts of the consultant's employees including coverage for computer fraud and fund transfer fraud.
 - E. **Professional Errors and Omissions Insurance**
 - \$2,000,000 per occurrence/\$2,000,000 aggregate for the professional services of the service provider performed under contract for the District/BOCES. If written

on a “claims-made” basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

F. Umbrella/Excess Insurance

\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability, Auto Liability (where applicable) and Professional Liability coverages.

G. Workers' Compensation and NYS Disability Insurance

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

If any required insurance policy is written on a claims-made basis, the retroactive date must precede the date of the awarded contract(s).

- V. Each proposer awarded a contract pursuant to this RFP acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of awarded contract and subjects the proposer to liability for damages, indemnification and all other legal remedies available to the District. Each proposer awarded a contract pursuant to this RFP is to provide the District with a certificate of insurance, evidencing the above insurance requirements have been met, prior to the commencement of services for the District. A completed copy of the endorsement used to name the District as an additional insured must be attached to the certificate(s) of insurance provided to the District. The failure of the District to object to the contents of the certificate(s) of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the District.
- VI. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). Each proposer awarded a contract pursuant to this RFP further acknowledges that the procurement of the above-referenced insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

Terms and Conditions

All services provided by the proposer awarded a contract pursuant to this RFP must adhere to New York State, federal and local municipal legal requirements (e.g., laws, regulations, orders, codes) including but not limited to fingerprint clearance for all staff members working at our district locations.

Terms other than those specified in this RFP will be negotiated upon proposal selection.

Confidentiality and data security measures must be strictly adhered to by the selected proposer.

The proposer awarded a contract pursuant to this RFP will work closely with designated

District staff to communicate effectively and provide expert guidance for our technology needs.

RFP Inquiries and Addenda

Any questions submitted by an individual or agency regarding the RFP should be directed to:

Ms. Barbara Briganti – via email bbriganti@northsalemschools.org or at the address below:
Purchasing Agent
North Salem CSD
230 June Road
North Salem, NY 10560

Survey of Buildings

Site visits can be scheduled by contacting

Ms. Barbara Briganti – via email bbriganti@northsalemschools.org
or telephone 914-669-5414 extension 1012

Specific Operational Procedures

The North Salem Central School District reserves the right to deny entrance to its buildings and facilities to any of the employees of the proposer awarded a contract if such employees are not carrying identification.

The proposer awarded a contract will keep an accurate time record of the staff providing services to the District on a per task basis, and that record shall be available on demand by the Assistant Superintendent for Business who will verify the billing.

Any subcontractor that the proposer awarded a contract seeks to use to provide services to the District must be approved by the District and must comply in full with all contract requirements, including required insurance, data security and privacy requirements and fingerprint clearance of staff assigned to provide services to the District.

Liability for damage caused either by commission or omission of acts of the proposer awarded a contract shall lie with the proposer and will be the proposer's obligation to correct under the terms of the awarded contract.

Obligation of Proposer

At the time of the opening of proposals, each proposer will be presumed to have read and be familiar with the terms and Specifications of this RFP including all addenda. The failure or omission of any proposer to receive or examine any form, instrument, document or addenda that

is part of this RFP shall in no way relieve any proposer from any obligation in respect to this RFP if awarded a contract. These instructions are to be considered an integral part of all proposals.

Cancellation of Contract

The North Salem Central School District reserves the right to cancel the awarded contract for unsatisfactory service by providing ten days (10) prior written notice. The District representative shall be the sole judge of what constitutes satisfactory or unsatisfactory service on the part of the proposer awarded a contract. The District may also terminate the awarded contract without cause by giving at least thirty (30) days prior written notice to the proposer awarded a contract.

Review of Quality of Services Performed

Using certain categories, the Onsite Technology Services Coordinator will rate the quality of the services performed by the proposer awarded a contract pursuant to this RFP.

The categories to be considered are:

- Daily contact with the District's designee.
- Timeliness and attendance. The on-site coordinator is required to sign in at the main office upon arrival and departure of their workday.
- Cooperation in scheduling and performing services
- Proposer's ability to work with staff to complete data submissions on time.
- Neatness and appropriate professional appearance and demeanor.
- Cooperation and coordination in timing the services and with the District's educational schedules.
- Promptness and completeness of submission of invoice in accordance with specifications.
- Adequacy of staff, skills and certifications
- Technology and integration competency
- Additional costs incurred by the District
- Proposer's overall service experience

Any inadequacies in these areas will be brought to the attention of the proposer awarded a contract. If, in the opinion of the Board of Education, the proposer fails to correct inadequate service within ten (10) days of being notified of inadequate service, the awarded contract may be terminated.

Submittal of Invoice

- A. If awarded a contract, the proposer shall render invoices to the District by the 15th day of each month for all services completed during the previous calendar month. Invoices shall be made in duplicate. Each invoice shall indicate the date on which services were performed, who performed the services and a brief description of the services performed.
- B. All invoices must be accompanied by a daily sign in sheet.

Governing Law and Venue

The proposer and the District explicitly agree that the awarded contract will be governed and construed according to the laws of the State of New York and the parties further agree that the Supreme Court, State of New York, County of Westchester or the United States District Court, Southern District of New York, located in White Plains, New York, shall be the forum for any actions brought concerning the awarded contract.

Advertising

The proposer(s) awarded a contract shall not advertise or publish as a form of an endorsement, the fact that the District has awarded a contract to the proposer, without the District's prior written approval except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

Interference

There shall be no interference with the District's operations in the performance of the service(s) rendered under the awarded contract(s).

Cumulative Rights

The rights and remedies provided by the awarded contract shall be cumulative and the use of one right or remedy by a party shall not preclude or waive the right to use any other remedy.

Indemnification

The proposer agrees if awarded a contract, to the maximum extent permitted by law, to indemnify, hold harmless and protect the District and the District's Board of Education, officers, employees, students and volunteers against any and all claims, loss, liability, damage, costs and expenses, including reasonable attorney's fees, which the District or the District's Board of Education, officers, employees, students and volunteers may directly or indirectly incur, suffer or be required to pay by reason of or in consequence of the negligence, fault, actions or omissions of the proposer, its agents, consultants, employees or representatives, in whole or in part. This Section shall survive termination or expiration of the awarded contract.

Independent Contractor Status

A proposer awarded a contract pursuant to this RFP shall not be considered as having employee status and enters into the awarded contract and will remain throughout the term thereof an independent contractor of the District. The proposer and proposer's officers, employees and/or agents, if any, are retained by the District only for the purposes and to the extent set forth in the awarded contract. Proposer represents and agrees, if retained, it will not hold itself, its officers, employees and/or agents out as employees of the District.

- a. Proposer, its officers, employees and/or agents shall not be entitled to any rights or benefits afforded to the District's employees, including, without limitation, disability

or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement or any other employment benefit. A proposer awarded a contract is responsible for providing, at proposer's sole expense, disability, unemployment, workers' compensation and all other forms of insurance, training, permits and licenses for proposer and for proposer's officers, employees and/or agents, if any.

- b. Proposer, its officers, employees and/or agents, shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the District and any of its employees.
- c. The District shall not be responsible to pay Proposer for any expenses paid or incurred for the services provided under the awarded contract.
- d. As an independent contractor, a proposer awarded a contract retains full responsibility for complying with income reporting and other requirements by federal, state and/or local tax laws. The District will not make deductions from payments to a proposer awarded a contract for income taxes, social security, unemployment insurance, workers' compensation or other employment/payroll taxes. The District will issue a 1099 form at the end of each taxable period for monies paid to each proposer awarded a contract. The proposer shall be responsible for paying, when due, all income or other taxes incurred as a result of the fees paid by the District to the proposer for services provided under the awarded contract. The proposer will indemnify the District for any tax liability, interest, and/or penalties imposed upon the District by any taxing authority based upon the District's failure to withhold any amount from the payments for tax purposes.

Right to Examine Records

The District shall have the right to examine any and all accounting records of any proposer awarded a contract, its officers, employees and/or agents as they pertain to the services provided pursuant to the awarded contract.

Compliance with Law

The proposer awarded a contract shall comply, at its own cost and expense, with all Federal, State and local statutes, rules, regulations and ordinances applicable to the services provided pursuant to the awarded contract including, but not limited to, the New York State Safe Schools Against Violence in Education (SAVE) legislation, the Protection of People with Special Needs Act (PPSNA), the Federal Family Educational Rights and Privacy Act ("FERPA") and Section 2-d of the New York State Education Law (which concerns privacy and security of student, teacher and principal data).

- a. The proposer awarded a contract shall obtain and maintain any necessary permits, licenses, registration and/or approvals applicable to the services to be provided pursuant to the awarded contract that are required by the New York State Department

of Education, the District, governmental authorities with jurisdiction over the services to be provided.

- b. When on grounds or in buildings or facilities owned by the District to perform services for the District, the proposer awarded a contract shall comply with any of the District's written safety policies, codes or regulations that are generally applicable to visitors and contractors entering District grounds.
- c. The proposer awarded a contract shall adhere to all requirements, protocols, policies and regulations of the District or the New York State Education Department (including but not limited to the Commissioner of Education) applicable to the services to be provided hereunder.
- d. The proposer agrees to cooperate with the District and to complete any and all necessary forms or procedures to obtain required fingerprinting and criminal history checks of all personnel of the proposer that will provide on-site services for the District, all at no cost or expense to the District.

Non-Discrimination Requirements

To the extent required by Article 15 of the New York Executive Law (also known as the New York Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the proposer(s) awarded a contract agrees it shall not discriminate against any employee or applicant for employment or individual associated with the District because of race, creed, color, sex, national origin, sexual orientation, gender identity or expression, age, disability, predisposing genetic characteristics, military status, familial status, marital status, status as a victim of domestic violence or any other basis protected by law. The services provided pursuant to the awarded contract shall be provided without regard to any student's actual or perceived race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.

Sexual Harassment

Each proposer awarded a contract shall exercise control over its employees, agents, and consultants so as to prohibit acts of sexual harassment of the District's employees, students, contractors and visitors. In the event the District, in its reasonable judgment, determines that a proposer, its officers, directors, employees, agents and/or consultants have committed an act of sexual harassment, upon notice from the District, the proposer shall cause such person to be removed from servicing the District and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease.

No Assignment

A proposer awarded a contract may not assign, transfer or convey any of its respective rights or obligations under the awarded contract or subcontract any portion of the services set forth herein,

without the prior written consent of the District, whose consent may be withheld for any reason whatsoever or for no reason.

Notices

Any and all notices or demands required or desired to be given under the awarded contract(s) by either party shall be in writing and shall be validly given or made to the other party if personally served or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested and addressed to the party at the address stated in the awarded contract. If such notice or demand is served personally, it shall be effective immediately. If such notice or demand is given by mail, the same shall be effective when received, but in any event, it shall be effective no later than five (5) days after deposit in the United States mail addressed to the party to whom such notice or demand is addressed. Either party may change its address for purposes of receiving notices or demands by written notice given in the manner described in this paragraph.

No Waiver of Default

No failure by the District to insist upon the strict performance of any term, covenant, agreement or provision of the awarded contract or to exercise any right or remedy upon a breach thereof, and no acceptance by the District of any services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision of the awarded contract.

PROPOSAL SUBMISSION

Proposals should be submitted in an opaque envelope clearly marked with “On-Site Technology Services Coordinator – RFP No. 24-25-03” with the vendor’s name in the top left corner of the envelope and include the following documents:

- 1. All information as outlined in the “Response Contents and Format” section on pages 7 through 9**
- 2. Completed “Proposed Pricing Structure”**
- 3. Completed “Hold Harmless Agreement”**
- 4. Completed “Non-Collusive Form”**
- 5. Completed “Iran Divestment Certification”**
- 6. Completed “Sexual Harassment Written Policy & Training Certification Form”**
- 7. Completed “Data Security and Privacy Plan”**

PROPOSED PRICING STRUCTURE

On-site	3-Days	4-days	5-days
Extra Work Assignments (outside of agreement)			
		Hourly Rate	Daily Rate
System Engineer			
Installation Services			
Programming Services			
Project Management and Consulting			
Technician Assistant/Junior Technician			
USE SPACE BELOW FOR ANY ADDITIONAL COSTS			

Signature of Proposer: _____

(Signature of proposer or authorized representative of proposer)

Print Name of Proposer: _____

Print Name of Signer: _____

Print Title of Signer: _____

HOLD HARMLESS AGREEMENT
THIS FORM MUST BE SIGNED AND NOTARIZED

NORTH SALEM CENTRAL SCHOOL DISTRICT
HOLD HARMLESS AGREEMENT

To the maximum extent permitted by law, the undersigned hereby agrees to defend, indemnify, and save harmless the North Salem Central School District and the School District's Board of Education, officers, employees, students and volunteers from and against any and all liability, loss, damages, claims judgments, costs and expenses (including reasonable attorneys' fees), which the School District or the School District's Board of Education, officers, employees, students and/or volunteers may incur, suffer or be required to pay, directly or indirectly, including but not limited to for bodily injury and/or property damages, by reason of the negligence, fault, actions or omissions of the proposer or the proposer's agents, consultants, officers, directors, employees or representatives, that may occur or that may be alleged to have occurred in the course of the performance of the contract awarded to the proposer by the School District

Signature of Proposer: _____
(Signature of proposer or authorized representative of proposer)

Print Name of Proposer: _____

Print Name of Signer: _____

Print Title of Signer: _____

Subscribed and sworn to before me this _____ day of _____, _____

Signature of Notary Public

Commission Expires

NON-COLLUSIVE FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

Proposer Name: _____

Proposer Address: _____

Telephone Number: _____

Date of Proposal: _____

Non-Collusive Certification

a. By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and,

3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

b. A proposal shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal the reasons therefore. Where (a) (1), (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which

this proposal is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal made to the North Salem Central School District by a corporate proposer for work or services performed or to be performed or goods sold or to be sold, where the proposal contains the certifications referred to in this form shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing, and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The proposer affirms the above statement as true under the penalties of perjury.

Signature of Proposer: _____
(Signature of proposer or authorized representative of a proposer)

Print Name of Proposer: _____

Print Name of Signer: _____

Title of Signer: _____

Sworn to before me this _____ day of _____, _____

Authorized Signature, Notary Public

Commission Expires

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM

THIS FORM MUST BE SIGNED AND NOTARIZED

In order to be considered a responsible proposer/bidder, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded a contract if:

- 1. The entity’s investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or**
- 2. The North Salem Central School District makes a determination, in writing, that the goods or services are necessary for the District to perform its functions and that, absent such an exemption, the District would be unable to obtain the goods or services for which the contract is offered.**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

Subscribed and sworn to before me this _____ day of _____, _____

Person, Firm, or Corporation

Authorized Signature, Notary Public

Commission Expires

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING
CERTIFICATION FORM

THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and
(Name of Individual Signing this Certification)

says that I am the _____ of the _____
(Title/Position of Signer) (Name of Proposer)

and that by submission of this proposal, I certify on behalf of the above-named proposer, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the above-named proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

By: _____
Signature

Sworn to before me this _____ day of _____, _____

Signature of Notary Public

Commission Expires

North Salem Central School District

DISTRICT OFFICE
230 June Road
North Salem, NY 10560

DATA SECURITY AND PRIVACY PLAN

_____, having offices at _____, (hereinafter “Third-party Contractor”) and North Salem Central School District, having offices at 230 June Road, North Salem, NY 10560 (hereinafter the “School District”) hereby agree to make this Data Security and Privacy Plan part of their Agreement for services.

1. Definitions: Terms used in this Data Security and Privacy Plan (the “Plan”) shall have the same meanings as those found in New York Education Law Section 2-d (1) and the Regulations of the New York Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules and Regulations (8 NYCRR § 121.1), unless more broadly defined herein.
2. Confidential Information. Third-party Contractor understands that in performing its Agreement with the School District, Third-party Contractor, its employees, officers, agents and subcontractors may have access to confidential information in the possession of the School District, including, but not limited to names, facts or information about individuals, businesses and families. Third-party Contractor may also have access to or acquire confidential information, potentially including student data, student directory information, student records, teacher or principal data, personnel information and records, information regarding sensitive, confidential or internal School District matters and other protected information. For purposes of this Plan and the Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Third-party Contractor through any activity related to the Agreement, except information available to Third-party Contractor from third parties on an unrestricted basis. Third-party Contractor understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of this Plan and the Agreement. Third-party Contractor agrees that if a request for disclosure of confidential information obtained from the School District is received, including but not limited to student data or teacher or principal data as defined by New York Education Law Section 2-d, pursuant to a statute, subpoena or court order, the School District will be notified prior to disclosing the School District’s confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order.
3. Without limiting any of the foregoing statements, Third-party Contractor further agrees:
 - a. To execute, comply with and incorporate as Exhibit “1” to this Plan, as required by New York State Education Law Section 2-d and its implementing regulations, the Parents’ Bill of Rights for Data Privacy and Security developed by the School District;
 - b. To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;
 - c. To comply with the data security and privacy policy of the School District, New York

Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education as well as any changes to the policy, law and regulations that may be enacted, adopted and/or become effective during the term of the Agreement;

d. Not to sell, use or disclose personally identifiable student, teacher or principal data or information for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;

e. Not to use the education records of the School District or any personally identifiable student, teacher and/or principal information or data of the School District, as those terms are defined in New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education, for any purpose other than those explicitly authorized in this Plan or the Agreement;

f. To use and maintain reasonable administrative, technical and physical safeguards and practices that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices to protect the security, confidentiality and integrity of personally identifiable student, teacher and/or principal information or data of the School District while in motion or in the custody of Third-party Contractor from unauthorized disclosure as prescribed by state and federal law, regulations, and the Agreement and the Third-party Contractor represents and warrants that it has the following safeguards and practices in place to protect personally identifiable information that it receives, maintains, stores, transmits or generates pursuant to the Agreement:

i) data is stored in a secure data center that monitors the access doors, has fire and security monitoring, has system health and intrusion monitoring, data backups and retentions; and

ii). data storage and access is protected by passwords and use of encryption that complies with the Advanced Encryption Standard (AES) with minimum of 128-bit key encryption or better;

g. To limit internal access within Third-party Contractor to personally identifiable student, teacher and principal information and data of the School District to only those officers, directors, employees, or authorized sub-contractors or assignees of the Third-party Contractor that are determined to need access to such records or data to perform the services set forth in the Agreement;

h. To use encryption to protect personally identifiable student, teacher and or principal information or data of the School District in Third-party Contractor's custody while in motion or at rest from unauthorized disclosure by using encryption that complies with the Advanced Encryption Standard (AES) with minimum of 128-bit key encryption or better.

i. Not to disclose any personally identifiable student, teacher or principal information or data of the School District, as those terms are defined in New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education, directly or indirectly, to any other party who is not an officer, director, employee or authorized subcontractor or assignee of the Third-party Contractor using the data or information to carry out Third-party Contractor's obligations under the Agreement in compliance with New York State and federal law, regulations, and the Agreement, unless

- i) the other party has the prior written consent of the applicable student's parent/guardian or of the eligible student; or
 - ii) the other party has the prior written consent of the applicable teacher or principal; or
 - iii) the disclosure to the other party is required by statute, subpoena or court order and the Third-party Contractor provides a notice of disclosure to the New York State Education Department or the School District no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute, subpoena or court order;
- j. To impose on any sub-contractor engaged by the Third-party Contractor, with the consent of the School District, to perform any of its obligations under the Agreement the requirement to comply with all the confidentiality and data privacy and security obligations imposed on the Third-party Contractor in the Agreement and by state and federal law and regulations, including but not limited to Section 2- d of New York State Education Law and Part 121 of the Regulations of the New York State Commissioner of Education;
- k. In the event that a student's parent or guardian or an eligible student seeks to challenge the accuracy of student data pertaining to the particular student, which data may include records maintained, stored, transmitted or generated by the Third party Contractor pursuant to the Agreement, the challenge will be directed to the School District and processed in accordance with the School District's procedures;
- l. In the event that a teacher or principal seeks to challenge the accuracy of teacher or principal data pertaining to the particular teacher or principal, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to the Agreement, the challenge will be directed to the School District and processed in accordance with the procedures the School District has established for challenging annual professional performance review ("APPR") data;
- m. To immediately notify the School District in the most expedient way possible and without unreasonable delay and within twenty-four (24) hours of any breach or of discovering that any personally identifiable information of the School District, its employees, students, teachers, principals or administrators was breached and/or released without authorization;
- n. To take immediate steps to limit and mitigate to the greatest extent practicable the damages arising from any breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers, principals or administrators;
- o. In the event of a breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers or administrators by or attributable to Third-party Contractor, Third-party Contractor must pay for or promptly reimburse the School District for the full cost of any notifications the School District makes as a result of the breach or unauthorized release;
- p. To cooperate with the School District and other parties to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information;

q. Parents and/or guardians of students attending the School District’s schools have the right to inspect and review the complete contents of their child’s education record, which may include records maintained, stored, transmitted, and/or generated by Third-party Contractor; and

r. In the event the Third-party Contractor breaches any of the privacy and confidentiality provisions of this Plan or the Agreement, the School District, at its sole discretion, may immediately terminate the Agreement.

4. The Third-party Contractor will implement all state, federal and local data security and privacy requirements over the term of the Agreement in a manner that is consistent with the data security and privacy policy of the School District.

5. Confidentiality Training: Third-party Contractor acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the School District’s students as well as its teachers and principals. Prior to obtaining access or any further access to personally identifiable information of the School District’s students, teachers and principals, Third-party Contractor represents and warrants that any officers, employees, subcontractors or agents of Third-party Contractor, who will have access to student, teacher and/or principal data of the School District, have received or will receive training on the federal and state laws governing confidentiality of such data from/by:

[insert how the training was or will be done]

6. The Third-party Contractor represents and warrants that the information contained in the Supplemental Information portion of the Parents’ Bill of Rights for Data Privacy and Security of the School District with respect to the Agreement, as stated in Exhibit 1 to this Plan, is accurate.

7. Will the Third-party Contractor utilize sub-contractors in the performance of the Agreement? (circle one)

a. Yes

b. No

If Yes, the Third-party Contractor agrees that it will not share Confidential information with any additional parties, including an authorized sub-Vendor or non-employee agent, without prior written consent of the School District and, when such consent is provided the Third-party Contractor will ensure that any subcontractor or other person or entity with whom the Third party Contractor shares student data and/or teacher or principal data agrees to abide by all of the components of applicable state and federal law, including New York Education Law Section 2-d, the School District’s Parents’ Bill of Rights, and the federal Family Educational Rights and Privacy Act (“FERPA”). In addition, the Third-party Contractor will ensure that each

subcontractor, person or entity with whom the Third-party Contractor shares student data and/or teacher or principal data has a Data Security and Privacy Plan in place.

8. Describe what actions will be taken by the Third-party Contractor to check for and identify data breaches and unauthorized disclosures of personally identifiable information or data?

9. Upon the expiration or termination of the Agreement, if requested by the School District, the Third-party Contractor will assist the School District in exporting all student, teacher or principal data previously received by the Third-party Contractor or generated by the Third party contractor pursuant to the Agreement in a format acceptable to the School District. In addition, within 90 days of the expiration or termination of the Agreement, at the sole discretion of the School District, all information and data of the School District remaining in the possession of the Third-party Contractor will be returned to the School District or the Third-party Contractor will provide confirmation to the School District that the School District's data in its possession has been securely destroyed in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. Within 90 days of expiration or termination of the Agreement, the Third-party Contractor also will provide confirmation to the School District that all emails containing personally identifiable information of the School District's students are returned to the School District and deleted from the Third-party Contractor's email account in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. If, with the consent of the School District, student data or teacher or principal data is to be maintained by the Third-party Contractor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Third-party Contractor in a secure data facility located within the United States.

10. It is understood that further revisions to this Plan or the Agreement may be necessary to ensure compliance with New York State Education Law Section 2-d if School District policies are adopted or revised or if either New York Education Law Section 2-d or Part 121 of the Regulations of the New York Commissioner of Education are amended. Third-party Contractor and the School District agree to take such additional steps as may be necessary at that time to facilitate compliance with New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education.

11. The parties further agree that the terms and conditions set forth in this Plan shall survive the expiration and/or termination of the Agreement.

12. The undersigned representative of Third-party Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of Third-party Contractor with full legal

rights, power and authority to enter into this Plan on behalf of Third-party Contractor and to bind Third-party Contractor with respect to the obligations enforceable against Third party Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Data Privacy and Security Plan on the dates set forth below.

NORTH SALEM CENTRAL SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

